




## MEMORANDUM

---

**TO:** Honorable Chairperson Barbara M. Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** July 22, 2004

**FROM:** George M. Burgess  
County Manager 

**SUBJECT:** Transition of  
Municipal Services  
Agreement with the  
City of Miami  
Gardens

---

### **RECOMMENDATION**

It is recommended that the Board approve the Master Interlocal Agreement between Miami-Dade County and the City of Miami Gardens for the transition of municipal services for the period of May 13, 2003 to September 30, 2004.

### **BACKGROUND**

On May 13, 2003, resident electors within the boundaries of Miami Gardens approved the charter for the City of Miami Gardens and the area incorporated. Municipal officials were elected into office on July 23, 2003.

Negotiation of this agreement commenced shortly after the City Council was sworn into office and an Interim City Manager was selected. During negotiations the City advised the County that all interlocal and transitional discussions would cease until the City and County agreed on all amounts the City owed the County for services rendered from May 13, 2003 to the close of fiscal year 2003. The City and County met and spoke numerous times to address and resolve this matter. The discussions were finalized the week of July 12, 2004. During the negotiations staff also was able to reach agreement on revenue and expenditure reconciliations for the current fiscal year. The City Council is scheduled to approve the agreement at their July 21, 2004, meeting. Other agreements with the City of Miami Gardens were forwarded to the appropriate committees for review.

### **THE TRANSITION OF SERVICES INTERLOCAL AGREEMENT**

The agreement covers the period of May 13, 2003, to September 30, 2004, during which Miami-Dade County provided and continues to provide a significant portion of municipal services to the area. Key points to the agreement include:

- The term of the agreement is through September 30, 2004. Upon the City's written request, the County Manager has the ability to extend the agreement twice in six-month increments.
- On April 1, 2004, the City assumed provision of code enforcement services previously provided by Team Metro. Team Metro is no longer providing code compliance services to address overgrown lots, illegal signs and objects, abandoned vehicles, residential and commercial zoning violations, and minimum housing standards
- The City of Miami Gardens under a revocable use permit executed on February 1, 2004, between the City and the County has taken over the maintenance and programming for the local parks in the area. The Park and Recreation Department is no longer providing any maintenance or programming. Local parks will be transferred under a separate agreement.
- Planning and zoning services will be provided by Miami-Dade County throughout the term of the agreement or until such time as the municipality provides the County 45 days notice.
- The Miami-Dade Building Department will continue to be responsible for all building permit applications submitted, as well as all other services routinely provided, e.g., enforcement actions relating to expired permits, performing inspections on permits issued, etc. throughout the term of the agreement.
- The Public Works Department will continue to provide administrative support on applications for plat approvals, waiver of plat requirements, and continuance of local road maintenance.
- Services excluded from this agreement include, library, fire-rescue, water and sewer, solid waste collection and disposal, and local and specialized police.
- The agreement also calls for reconciliation of the revenues and expenses attributable to the City of Miami Gardens. The revenues attributable to the City of Miami Gardens were used to offset the cost of services provided to the City by the County for the period from May 13, 2003 through September 30, 2004, resulting in a remaining balance of \$12,011,017. The agreement for repayment is as follows:
  - The City agrees to pay the County the amount of \$7,447,265 from their General Fund on or before December 1, 2004.
  - The City agrees to pay the County the amount of \$1,045,450 on or before December 1, 2004 from the City's Transportation Fund Account.
  - After these payments the City will still owe the County \$3,518,302. This amount will be repaid over 10 years.

County and City staff expended significant efforts to reach an agreement that both parties hope will lead to the further development and building of a long-term, cooperative, relationship.

A handwritten signature in black ink, appearing to read 'Alex Muñoz', written over a horizontal line.

Alex Muñoz  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** July 27, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.  
7-27-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND THE CITY OF MIAMI  
GARDENS FOR THE TRANSITION OF MUNICIPAL  
SERVICES; AUTHORIZING THE COUNTY MANAGER TO  
EXECUTE THE AGREEMENT, TAKE ANY ACTION  
REQUIRED OF THE COUNTY HEREIN AND EXERCISE ANY  
RENEWAL AND CANCELLATION PROVISIONS THEREIN

**WHEREAS**, on May 13, 2003, a charter for the City of Miami Gardens was approved by  
the citizens of the City and on July 23, 2003, the City Council was sworn into office; and

**WHEREAS**, the village is desirous for the County to continue providing municipal type  
services until such time as the City begins to provide these services directly; and

**WHEREAS**, the City will contract with Miami-Dade County for the provision of local  
police patrol services for three years, and will remain a part of the solid waste collection and  
disposal system, a part of the library and fire-rescue districts, and will contract with Miami-Dade  
County for the provision of specialized police services in perpetuity; and

**WHEREAS**, the City and the County are desirous to maintain a mutually beneficial  
relationship which may result in future contracting opportunities,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Agreement by and  
between Miami-Dade County, Florida, and the City of Miami Gardens for the provision and  
transition of municipal services is hereby approved in substantially the form attached hereto and  
the County Manager is hereby authorized to execute such agreement in substantially the form

5

attached hereto, take any action required of the County herein and exercise any renewal or cancellation provisions therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 27<sup>th</sup> day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

CHC/RAG

Craig H. Collier

## SECOND INTERLOCAL AGREEMENT

This is an interlocal agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the City of Miami Gardens, a municipal corporation of the State of Florida (the "City"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 (the or this "Agreement").

**Whereas**, on May, 13 2003, a charter for the City was approved by the citizens of the City and on July 23, 2003, the City Council was sworn into office, and

**Whereas**, on July 25, 2003, pursuant to Miami-Dade County Resolution No. R-801-03, the County and the City entered into the First Interlocal Agreement to advance \$300,000 from the anticipated utility tax revenues collected by the County on behalf of the City, and

**Whereas**, the City and the County wish to enter into this Second Interlocal Agreement in order to 1) ensure, as provided, herein, that the County will continue to provide certain municipal-type services to the City, until the City is in a position to provide certain municipal services directly or contract for necessary municipal services, 2) establish the cost of services to be provided by the County to the City from May 13, 2003, through September 30, 2004, (the "transition period") or as may be extended through other provisions of this Agreement; (3) establish procedures for extending this Agreement; (4) establish time-table for the orderly transition from the County's provision of municipal services to the City providing its own municipal services or the provision of municipal services by contract with the County; and (5) agree upon and clarify certain other issues including the payment for municipal services and the transfer of municipal revenues.

**NOW THEREFORE**, in consideration of the following mutual obligations the parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

Transition: Beginning from the date of incorporation the period of time, that the County continues to provide municipal services at a level no less than that provided prior to the date of incorporation. This period continues until such time as the City begins to provide its own municipal services or contracts with the County to provide the municipal services. It is provided however, that the City may request a reduction in said municipal services provided by the County during the transition period through a formal resolution of the Council outlining such a request.

Interim: The period of time measured from the date of incorporation through the end of the 02 – 03 FY, for the purposes of this agreement May 13, 2003 through September 30, 2003.

## **ARTICLE II**

### **MUNICIPAL SERVICES DURING THE TRANSITION PERIOD**

For the term of this Agreement, or until the municipal service is assumed by the City at an earlier date, the County, directly or through its contractors, shall continue to provide to the City as set forth in this Agreement the following municipal services: planning, zoning, platting, building, public works, and stormwater. The City has assumed the provision of Team Metro code enforcement as of March 31, 2004 and park and recreation services and programming as of February 1, 2004 from the County prior to the execution of this agreement. Additionally, the County is authorized to collect on behalf of the City police and park impact fees outlined in the Code of Miami-Dade County, which was adopted by the City of Miami Gardens Charter. The County will deduct the administrative fee as well as any other properly documented eligible expenses that were incurred by the County on behalf of the City since the date of incorporation.

Police services will be provided at a transition billing cost, established herein, until contract agreements are established for local and specialized police services pursuant to the Miami Dade County Code. As of December 01, 2003 transition local patrol police services were reduced to the service level agreed upon by the City and the County, The terms and conditions for police services shall be established in separate interlocal agreements.

#### **A. Zoning Administrative Services.**

The Miami-Dade County Department of Planning and Zoning shall provide administrative services on applications for zoning hearings and administrative determinations, as described below.



1. Processing of zoning applications. Until the municipal service assumption date outlined in Article III, the County Department of Planning and Zoning shall receive and process zoning applications including zoning district changes, amendments to the zoning map, special exceptions, unusual uses, alternative site development options, nonconforming uses, non-use variances and use variances, sign variances, administrative adjustments, administrative site plan approvals, and modifications to conditions of resolutions and covenants and appeals. Until the municipal service assumption date outlined in Article III, the County shall continue to process other land development permits as provided by chapter 33 of the Miami-Dade County code (County zoning code) as amended from time to time, review Tentative Plats, Waiver of Plats and Final Plats for conformance with the Comprehensive Development Master Plan (CDMP) and minimum zoning regulations, make process substantial compliance determinations, and issue zoning clearance letters, and provide zoning review in connection with applications for building permits for new construction, alterations, or improvements on real property within the City in accordance with the County zoning code and the current practice of the department, including the use of County forms and inspection procedures, for the unincorporated area of the County. Until the municipal service assumption date outlined in Article III, the department will also receive, process and issue certificates of use, as provided by the County zoning code as amended from time to time.
2. Place for making applications. All zoning applications shall be made at the offices of the Department of Planning and Zoning at Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, 11<sup>th</sup> Floor, Miami, Florida. All Certificate of Use applications shall be made at the Zoning Permit Section of the County's Department of Planning and Zoning located at the Miami-Dade County Permitting and Inspection Center, 11805 SW 26 Street (Coral Way), Miami, Florida.
3. Processing. The County's Department of Planning and Zoning, hereinafter "the department", shall accept, process and schedule public hearings on zoning applications for land located in the City. The department shall give the City written notice of all pending and new zoning applications for public hearings. All zoning applications and supporting documents shall be furnished to the City Manager or designee within three days of the determination that the application is bona fide and complete. The date, time and place of the zoning public hearings shall be determined by the City and shall be furnished to the department in adequate time to prepare and publish appropriate notice. The processing of zoning applications by the department shall include one or more reports providing a complete background information analysis, including zoning requests, site data and historical background, pertinent Comprehensive Development Master Plan CDMP and zoning hearing standards, neighborhood characteristics, zoning and aerial sketches, and comments

shall include the department's recommendations, including a recommendation whether the zoning application is consistent with the comprehensive plan and/or analysis from other reporting departments or agencies including the Public Works Department and the Department of Environmental Resources Management. The reports shall include the department's recommendations, including a recommendation whether the zoning application is consistent with the CDMP and applicable land development regulations. All zoning analyses shall be furnished to the City ten days in advance of the public hearing on the respective zoning applications.

4. Substantial compliance determinations and administrative site plan approvals. The City shall make all substantial compliance determinations in connection with plans previously approved at public hearing by the County or by the City Council. The City shall also make determinations on requests for administrative site plan review. Applications for substantial compliance determinations and requests for administrative site plan review shall be referred by the department to the City Manager. The department shall provide its recommendations with the transmission of these items. The City Manager will make recommendations for action by the City.
5. Administrative variances. The department shall receive, process and make recommendations to the City on applications for administrative variances from site development criteria for single family, duplex and town house developments. Upon completion of processing, the department shall transmit the applications and recommendations to the City for action by the City Council.
6. Modifications. The department shall receive, process and make recommendations to the City on all public hearing or administrative applications to modify conditions of prior resolutions and covenants. Any modifications to the physical elements of the site plan (i.e., building footprint, parking lot, or landscaping) shall be reviewed and approved by the City Manager or designee.
7. Certificate of use. The department shall receive, process and make recommendations to the City on all public hearing or administrative applications to modify conditions of prior resolutions and covenants. Until the municipal service assumption date outlined in Article III, the County Department of Planning and Zoning shall receive, process, and issue certificates of use. The department shall not issue a certificate of use for any existing development where a change in use is requested unless and until the requested certificate is approved by the City in accordance with the same review procedures described for other development activity. The City shall assume responsibility for certificates of use on the municipal service assumption date outlined in Article III of this agreement hereinafter referred to as "Article III". The County will, to the extent possible, provide

an electronic list of certificate holders within the City; the cost of producing the electronic list of certificate holders shall be borne by the City.

8. Legal counsel. The City will provide legal counsel at zoning public hearings and to defend any claims arising out of final actions by the City on the applications.
9. Compensation. The Miami-Dade County Department of Planning and Zoning shall retain all permit fees, penalties, and other fees and charges collected by the Department for any application filed or permits reviewed or issued. Such funds shall be applied to reduce the cost of such service.
10. Reports. The Miami-Dade County Department of Planning and Zoning shall provide a quarterly report on collections for the prior three months.
11. Assignment of County Employees. The department shall assign a department employee to be the liaison between the City and the department until the City has assumed zoning and planning services. It is provided however that the department at its option may charge the City for the cost of work performed by such liaison which exceeds the responsibilities set forth in this agreement.
12. Advisory Notice. Upon the assumption of zoning and planning service by the City, the department agrees to provide a general advisory notice that all land use applications must be submitted to the City. This entails posting notification at the place for making applications that residents should now go to the City.

**B. Miami-Dade Building Department.**

Permitting.

The Miami-Dade Building Department, hereinafter "the Building Department", shall process and issue building permits for all applications received prior to the municipal service assumption date outlined in Article III, for new construction, alterations, repairs or demolitions on real property within the City of Miami Gardens' boundaries. The Building Department shall process and issue all subsidiary building permits associated with a master permit issued as provided for above to ensure completion of a project. For the purpose of this agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. The Building Department's services shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

1. Permit Records and Reports.

- a. On or before the municipal service assumption date outlined in Article III, the Building Department shall deliver to the City Manager a written report listing each active master permit and subsidiary permit issued within the boundaries of the City. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits.
- b. The Building Department shall maintain all other records related to services performed by the department within the City's boundaries in accordance with its current practice for the unincorporated area as required by law.

2. Compensation.

The Miami-Dade Building Department shall retain all permit fees, penalties, and other fees and charges collected by the Miami-Dade Building Department for any application filed or permits issued prior to the City assuming building services. The Miami-Dade Building Department shall retain all permit fees for any required subsidiary permits issued by the Miami-Dade Building Department pursuant to the provisions of paragraph a. above regardless of the date of issue. Fees collected shall constitute total payment for these services by the City.

3. Expired Permits.

On or before 30 days after the City begins providing building services, the department shall provide a report to the City listing any permit for work within the City's boundaries that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, the Building Department will provide the City with an updated report listing any permits that expired within the previous calendar month. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from the department upon written request of the City at the cost specified for the reproduction of documents contained in the department's fee schedule.

Upon the municipal service assumption date the City shall become responsible for enforcement actions relating to any expired permit reported to the City by the Building Department.

4. Building Department Authority/Responsibility.

The department in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable

building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the municipal service assumption date outlined in Article III. The City will assume responsibility for processing any permit applications submitted on or after the municipal service assumption date outlined in Article III, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this agreement. Under this agreement, as of the municipal service assumption date outlined in Article III, the County will only retain authority to process subsidiary permits tied to master permits issued prior to the municipal service assumption date outlined in Article III, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

5. Reports

The department shall provide a quarterly report on collections for the prior three months.

6. Enforcement.

The Building Department shall continue, until the municipal service assumption date outlined in Article III, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the municipal service assumption date outlined in Article III,. As of the municipal service assumption date outlined in Article III, the department shall close all active enforcement cases and provide the City with a copy of the case file.

The department shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above regardless of whether the case is closed by the department or turned over to the City at a future date. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, the department shall be entitled to collect any fines, fees, or penalties owed to the Miami-Dade Building Department as of the date the case is turned over to the City. In addition, the Miami-Dade Building Department shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by the Miami-Dade Building Department after this Agreement is executed. If the unsafe structures enforcement case is turned over to the City, then the Miami-Dade Building Department shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

C. Plat Approval Administrative Services.

The Miami-Dade County Public Works Department shall provide administrative services on applications for plat approval and waiver of plat requirements, as described below.

1. Processing applications for plat approval and waiver of plat. The County Public Works Department shall receive and process applications for tentative and final plat approval and for waiver of plat requirements on real property located within the City as provided by chapter 28-1 (L) of the Miami-Dade County code (subdivision regulations), other provisions of the County code and the current practice of the department, including the use of County forms and inspection procedures, for the unincorporated area of the County.
2. Place for making applications. All applications shall be made at the offices of the Division of Land Development Public Works Department at the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, 14<sup>th</sup> Floor, Miami, Florida.
3. Review by the City. Upon receipt of an application for approval of a tentative plat or waiver of plat, the department shall transmit one copy of the application and one copy of the plat or waiver of plat, to the City Manager or designee. Upon completion of the processing and review of the Plat Committee, the department shall transmit one copy of the Notice of Action taken on the tentative plat or the waiver of plat to the City for approval by the City Council. Upon receipt by the department of the approval of the tentative plat by the City Council, the final plat shall be submitted to the Public Works Department for processing and review. Upon completion of said review, the Public Works Department shall submit the final plat to the City Manager or designee for approval by the City Council. The City shall then return the executed final plat to the department for recordation in the Public Records of Miami-Dade County Florida.
4. Districts  
The Miami-Dade County Charter provides for municipal services such as streetlights and landscape maintenance to be funded through the creation of special taxing districts. Chapter 18 of the Miami-Dade County Code pertaining to improvement and special-purpose districts require municipal approval prior to County district creation in a City. Should the City decide to provide these, the City must provide a specific resolution indicating that it will provide those special district services releasing the County from its obligation to provide these special district services in a form which is satisfactory to the County. Upon City request, the County shall transfer the assets of any special districts operating within the municipal boundaries with 45 days of such request.
5. Legal counsel. The City will provide legal counsel and defend any claims arising out of final actions by the City on the applications.

6. Compensation. The Miami-Dade County Department of Public Works shall retain all plat review fees, penalties, and other fees and charges collected by the Department for any application filed or permits reviewed or issued.
7. Reports. The Miami-Dade County Department of Public Works shall provide a quarterly report on collections for the prior three months.

**D. Comprehensive Development Master Plan.**

1. The City acknowledges, pursuant to article VIII, section 8.3 of the City charter, that the Miami-Dade County Comprehensive Development Master Plan (CDMP) is the controlling master plan for the City until the City prepares and adopts its own comprehensive plan in accordance with chapter 163, Florida Statutes.
2. Place for making applications. All CDMP applications shall be made at the offices of the Department of Planning and Zoning at Stephen P. Clark Center, located at 111 NW 1<sup>st</sup> Street, 12<sup>th</sup> floor, Miami, Florida.
3. Until the City prepares and adopts its own comprehensive plan, for any amendments to the CDMP the City agrees to utilize the Department of Planning and Zoning and procedures set forth in the code of Miami Dade County for processing plan amendments which must be made in accordance with the County's plan amendment process. The City will be given written notice by the County of any applications for plan amendment for property in the City's boundaries. The notices shall include copies of the applications, maps, and supporting documentation. Notices shall be delivered to the City within seven (7) business days after all applications have been found complete by the County and fee payment has been received from the applicants. The date, time and place of the CDMP public hearings shall be determined by the City and shall be furnished to the department in adequate time to prepare and publish appropriate notice. The department will provide all public hearing notices, including newspaper advertisements, consistent with the County Code and statutory requirements, and including courtesy property notices, if applicable. The processing of CDMP applications by the department shall include one or more reports, consistent with the County Code, providing an analysis, application data and background information, and shall include the department's recommendations, including recommendations as to whether the CDMP application is consistent with the comprehensive plan. All amendments to the CDMP within the City shall be heard and decided by the City Council. The City assumes responsibility for determining all plan amendments. Upon request, department representatives will attend CDMP amendment cycle public hearings. The City will prepare and deliver CDMP amendment cycle hearing agenda packages for the Local

Planning Agency and Council members and the City will prepare all resolutions and ordinances for CDMP amendment cycle applications. The department will prepare updates to the CDMP adopted text and 2005-2015 Land Use Plan map and will continue to prepare and retain fees for CDMP interpretation letters and concurrency letters as it applies to property with the city boundaries. The department will be responsible for transmitting all required documentation for proposed amendment applications to the State Department of Community Affairs (DCA) and other state and regional agencies for review of transmitted applications at the transmittal stage, and transmittal of all required documentation to DCA and state and regional agencies for adopted amendments.

4. The department shall provide notice to the City, in accordance with the Intergovernmental Coordination Element of the CDMP, of any proposed amendments to the plan or map for areas adjacent to the City.
5. Compensation. The Miami-Dade County Department of Planning and Zoning shall retain all CDMP plan amendment fees, any all other fees and charges collected by the Department.
6. Legal counsel. The City will provide legal counsel and defend any claims arising out of final actions by the City on the applications.

**E. Code Enforcement Services.**

Miami-Dade County Team Metro, and Building Department shall provide code enforcement services in accordance with current practice in the unincorporated area and at service levels provided in that year's County budget until such time as a change in service level has been approved by both parties. The municipal service assumption date for Zoning Code Enforcement was April 01, 2004. On this date the City took over all Team Metro related zoning code enforcement. Building code enforcement services which shall continue to be provided by the Miami-Dade County Building Department until the municipal service assumption date outlined in Article III.

1. Compensation.  
The Miami-Dade County Department of Team Metro shall retain all code enforcement fines and lien fees, penalties, and administrative charges. Team Metro will continue to collect fines and/or liens issued prior to the City assuming code enforcement. Team Metro shall also retain service liens placed for corrective action taken by the Department.
2. Building Department. Until the City begins providing building services, the department shall, either directly or through contractors, provide code



enforcement for building permit violations, unsafe structures, and working without permits.

3. Team Metro shall provide a quarterly report on collections for the prior three months.

**F. Public Works Services.**

1. The Miami-Dade County Department of Public Works, and other departments, directly or through their contractors, shall provide the following municipal public works services in accordance with Miami-Dade County Standards, Florida Department of Transportation Standards and/or Manual on Uniform Traffic Control Devices Standards at the service levels provided in the currently adopted County budget until the municipal service assumption date outlined in Article III. These services include: street and right-of-way maintenance services, including shoulder repair, pothole patching and asphalt patching of sidewalks and bike paths, landscape maintenance and mowing of rights-of-way and medians, swale maintenance, maintenance or replacement of traffic control signs, and maintenance of street lighting.
2. The streets listed in Exhibit A shall remain County streets and shall be maintained by the County. The County shall transfer municipal streets to the City in an as-is condition on the Assumption of Service Date. The transfer of jurisdiction shall be accomplished by resolution and/or interlocal agreement prepared and approved by the County and accepted by the City. The transfer shall be effectuated by no later than September 30, 2004 unless otherwise agreed to by both parties.
3. Countywide funds will continue to be used for analysis, design, installation, maintenance and replacement of traffic signs, pavement markings, and traffic signals, which shall remain under County jurisdiction, and other Countywide responsibilities.

**G. Parks and Recreation Services.**

1. The City understands and agrees that the County conveys "Local Parks" within the boundaries of the City in as-is condition on the Assumption of Service Date, which is herein defined as the date Miami-Dade County conveys the Local Parks to the City. Miami-Dade County intends to convey the following Local Parks in as-is condition to the City of Miami Gardens on the Assumption of Service Date: Andover Park, Brentwood Park, Brentwood Pool, Bucaneer Park, Bunche Park, Bunche Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park, Myrtle Grove Pool, North Dade Optimist Club, Norwood Park, Norwood Pool, Rolling Oaks Park, Scott Park, and Vista Verde Park. Additional terms and conditions regarding the City's responsibilities to operate, develop, and maintain the

conveyed parks will be set forth in a separate Interlocal Agreement between the County and the City and the County Deeds effectuating the conveyance

2. The Miami-Dade County Park and Recreation Department, through a revocable use permit executed on February 01, 2004, has permitted the city to operate and maintain the above listed Local Parks prior to the Conveyance Date (set forth in Article III) of the parks to the city. Prior to the issuance of the revocable use permit on the February 01, 2004, the Miami-Dade Parks Department directly or through its contractors, continued to maintain and provide recreation programs at the above-listed Local Parks at the same level of service as was provided to the area during the 02-03 fiscal year. In particular, the following services were provided by the Miami-Dade Parks Department at the same level of service as was provided to the area during the 02-03 fiscal year:

Grounds and facility maintenance, including open turf and landscaped areas, sport fields, swales, parking lots, recreation and support buildings, after-school programming, including staff, equipment, supplies and essential commodities shall be provided in accordance with current practice in the unincorporated area and at service levels provided in that year's County budget until such time as a change in service level has been approved by both parties.

It is expressly understood by the City and the County that the costs incurred by the County in performing the above-listed functions prior to the Assumption of Service Date shall be solely the responsibility of the City.

#### H. Police Services.

The provision of local and specialized police service are pursuant to the Miami-Dade County Code.

1. **Local Patrol Services** were provided by the Miami-Dade Police Department (MDPD) during the transition period at the same level being provided to the area by the current County Budget until December 01, 2003, when a change in service level was approved by both parties as requested by City Council the estimated annual cost of these services are \$17,835,443. During the transition period, local police services will be billed using the average cost associated with servicing the area as outlined in Exhibit B. The City will contract with the Miami-Dade Police Department for the provision of local police services for three years. The level of service shall be established in the contract and the associated cost shall be calculated in a manner consistent with the methodology utilized for the Village of Palmetto
2. **Specialized Police Services** will be provided by the Miami-Dade Police Department to the City during the transition period at the same level being provided to the area by the current County Budget.

Specialized police services will be billed using the methodology averaging the last three years of activity in the area as detailed in Exhibit C. The estimated annual cost of these services are \$6,670,437. The terms and conditions of this service shall be outlined in a separate interlocal agreement between the City and the County.

**I. County Reports.**

The Department of Planning and Zoning, and Public Works Department will maintain records in accordance with current practice for the unincorporated area and shall provide the City, within 30 days after the end of each month, a monthly activity report of all services provided during the preceding 30-day period.

To the extent that a report exists on the condition of County infrastructure being transferred to the City, the County will make this information available. This includes but is not limited to roads, parks, and recreational buildings.

- J. **IMPACT FEES.** Additionally, the County is authorized to collect on behalf of the City police and park impact fees outlined in the Code of Miami-Dade County, which was adopted by the City of Miami Gardens Charter. The County will deduct the administrative fee as well as any other properly documented eligible expenses that were incurred by the County on behalf of the City since the date of incorporation.

**ARTICLE III  
ASSUMPTION OF SERVICES BY THE CITY**

**A. Transfer Notice.**

When the City desires to provide any of the municipal services that are provided by the County pursuant to this agreement, excluding those maintained pursuant to the Miami-Dade County Code specifically, solid waste collection and disposal, fire rescue services, library services, specialized police services in perpetuity and local patrol police services for no less than three years; the City shall deliver a written transfer notice to the County in which the City will identify the service and the date the City will commence providing the service. The transfer notice shall be given not less than the time periods specified below prior to the transfer date.

Planning and Zoning	45 days
Public works	45 days
Stormwater management*	45 days
Building Department	45 days

*\*requires the City pass an Ordinance  
to opt out of the district*

**B. Dates of Assumption of Services and Conveyance.**

Planning and zoning	September 30, 2004
Public works	September 30, 2004
Stormwater management	Upon passage of City Ordinance
Local Park Conveyance	September 30, 2004
Building Department	September 30, 2004

**C. The County as Municipal Service Provider.**

Should the City wish to contract with the County for the continued provision of municipal services beyond the municipal service assumption date, the terms and conditions including the level of service and contract rate shall be established and executed by interlocal agreement between the City and the County.

**D. Transition Agreements.**

Upon receipt of a transfer notice, the County shall, on the transfer date, cease providing the municipal service specified in the notice. At any time during the life of this agreement, the Building, Planning and Zoning, Public Works, and Park and Recreation Departments shall, upon the City's request, make available to the City all files concerning matters reasonably relevant to the City and provide any information reasonably requested by the City related to municipal type services provided by the County to the City.

**E. Payment and Revenue Issues Associated with Transfer of Services.**

In the event the City, through a transfer notice begins providing its own municipal service(s) prior to the transfer date applicable to that service(s), no further payment will be required from the City to the County for that service(s) after the transfer date other than the payment of any outstanding balances due as of the transfer date. Revenues attributable to the City received by the County will be used to cover the cost of services provided by the County pursuant to this agreement. The County will audit the amounts received to cover the cost of services during the term of this agreement as provided hereunder. Any amounts exceeding the cost of services provided by the County hereunder will be paid to the City. In the event the revenues attributable to the City which are collected by the County are less than the cost of the services being provided to the City, payment by the City to the County will be due on or before September 30, 2004. The obligation of the City to pay expenses which exceed the cost of services shall survive the termination or expiration of this agreement and shall be a continuing obligation of the City, until such time as those amounts and any interest thereon are paid in full.

## **ARTICLE IV FINANCE**

The parties acknowledge that residents, property owners and businesses of the City of Miami Gardens were responsible for paying and continue to pay County 2003 ad valorem taxes, fees for stormwater management, building permit and zoning application fees, franchise, utility and other revenues for the provision of UMSA municipal services for the period since incorporation on May 13, 2003.

Any revenues that are listed below that are a pledge for existing bond indebtedness will be subject to retention by the County on the basis of the City's pro rata share of debt service, until such time as the bond indebtedness for which those revenues are pledged is retired or otherwise satisfied in full. Those amounts to be retained pursuant to this paragraph are estimated to be \$639,816 annually. Therefore, the actual revenues and expenses may be more or less than as set forth in this agreement.

**A. Estimated Revenues During The Transition Period May 13, 2003 to September 30, 2004.**

1. Ad Valorem Taxes The City is eligible to, and shall receive a credit for all ad valorem taxes pro-rated for the period between May 13, 2003 through September 30, 2004.
2. Electric Franchise Fees are collected by the County under a franchise agreement with Florida Power & Light Company which expires May 25, 2020. Franchise fees are remitted to the County in July of each calendar year for collections occurring in the prior calendar year. The County will provide an accounting of electric franchise fees for the City of Miami Gardens.
3. Electric Utility Taxes are remitted from Florida Power & Light to the County based on electrical usage. The City is eligible to, and shall receive credit for electric utility taxes for the periods between May 13, 2003 and September 30, 2003, and October 1, 2003 through September 30, 2004.

The City will continue to be responsible for its pro rata share of the debt service for the QNIP bond indebtedness and receive credit throughout future fiscal years until the bonds are retired or the City pre-pays its portion of the debt service. Afterward, the City will receive electric utility taxes directly. Pursuant to Resolution R-801-03 the County advanced the City \$300,000 of utility taxes for startup costs.

4. Gas Utility Taxes are remitted to the County by natural gas providers within Miami-Dade County. The City is eligible to, and shall receive gas

utility tax credit for the period between May 13, 2003, through September 30, 2004.

The City will continue to receive the credit for the gas utility taxes throughout fiscal years until the QNIP bonds are retired or the City pre-pays its portion of the debt service. Afterward, the City will receive gas utility taxes directly.

5. Water Utility Taxes are remitted to the County through the Miami-Dade County Water and Sewer Department, the City of North Miami Beach and the City of Opa-Locka for the portions of their water and sewer service areas within the boundaries of the City. The City is eligible to, and shall receive water utility tax credits for the period between May 13, 2003, through September 30, 2004. The City will continue to receive the credit for the water utility taxes throughout future fiscal years until the bonds are retired or the City pre-pays its portion of the debt service. Afterward, the City will receive water utility taxes directly.
6. Unified Communications Services Taxes are collected by the State of Florida and remitted to the County. The City is eligible to, and shall receive credit for Communications Services Taxes for the period of May 13, 2003, 2003 through September 30, 2004.
7. Occupational License Taxes are collected by the County in August of each year for the coming year. The City is eligible to, and shall receive credit for the UMSA portion of the County's occupational license, for the periods May 13, 2003, through September 30, 2003.
8. The One-half Cent Sales Tax is remitted by the State to the County. The City is eligible to, and shall receive credit for the sales tax for the periods May 13, 2003, to June 30, 2003.
9. Local Option (Five and Six Cents) Gas Taxes are remitted by the State to the County. The City is eligible to, and shall receive credit for the Local Option Taxes for the periods May 13, 2003, through September 30, 2003.
10. Alcoholic Beverage Fees are remitted from the State to the County. The City is eligible to, and shall receive credit for alcoholic beverage fees for the periods May 13, 2003, to June 30, 2003.
11. Impact Fees are collected by the County for Parks, Police, Fire and Emergency Services, Educational Facilities and Public Works services. The City is eligible to, and shall receive credit for impact fees, excluding the administrative portion of the fee, collected within it's City boundaries for Police and Parks Services for the period May 13, 2003, through September 1, 2004, or until such time as the City and the County agree that the County will no longer collect Police and Parks impact fees for the City. The City will not receive Public Works, Fire and Emergency

Services, Educational Facilities Impact Fees that are used to fund projects within districts that include the City of Miami Gardens.

12. Fines and Forfeitures are collected by the County through the Clerk of the Court. The fines and forfeitures are attributable to those collected within the boundaries of the City. The City is eligible and shall receive credit for fines and forfeitures for the periods May 13, 2003, through November 30, 2003.
13. Burglar Alarm. The parties acknowledge their intent to explore the possibility of entering into a separate interlocal agreement to permit the County to administer the Burglar Alarm Ordinance for the City.

**B. Expenses During Transition Period.**

The City hereby agrees to pay to the County the following expenses described herein at amounts set forth in subsection C below:

1. Local Patrol Police Services  
The County has and will provide the City with local police patrol services for the period on May 13 2003 through September 30,2004..
2. Specialized Police Services  
The County has and will provide the City with specialized police services prior to entering into the specialized police services contract with the city.
3. Parks and Recreation Services  
The County provided park and recreation services to the City during the transition period.
4. Public Works Services  
The County provided and will continue to provide Public Works services to the City during the transition period.
5. Planning, Team Metro and Other Administrative Services  
The County is providing Planning, Team Metro and Other Administrative services and will continue to provide them during the transition period.
6. Policy Formulation and Internal Support  
The County provided and will continue to provide policy formulation and internal support services during the transition period.
7. Debt Service Bond Payments  
The County issued Public Service Tax Revenue Bonds, Series 1999 and Series 2002 prior to the City's incorporation, which are currently outstanding in the respective principal amounts of \$71,295,000 and \$55,275,000 (collectively the "PST Bonds"). The PST Bonds are payable from Public Service Taxes (defined below) collected in the unincorporated

area and in the municipalities incorporated within the County since July 2, 1996. The County receives Public Service Taxes pursuant to Section 166.231, Florida Statutes, and as of October 1, 2001, from a communications service tax assessed pursuant to Chapter 202, Florida Statutes and Section 29 of the County Code (collectively, "Public Service Taxes"). Within 30 days of the adoption of the municipal charter, the new City agreed to enact an ordinance, pursuant to Section 166.231, Florida Statutes, authorizing the levy of the public service tax at a rate no less the rate established by the County for electrical, water and gas services prior to the incorporation of the City. The City further agreed immediately following its incorporation to enact an ordinance, pursuant to Section 202.19, Florida Statutes, authorizing the levy of the communication services tax at a rate no less than the rate established by the County for communications services prior to the incorporation of the City.

The City agrees that, until the PST Bonds have been paid or provision made for their payment pursuant to Article X of Ordinance No. 96-108, enacted by the Board on the July 2, 1996 authorizing the issuance of the PST Bonds, the County shall have the right to receive and apply to debt service on the PST Bonds all of the Public Service Taxes collected in the unincorporated area and within the boundaries of the proposed City. The proposed City's debt service obligation as to the PST Bonds in each fiscal year or portion thereof following incorporation shall be its pro rata share of such debt service obligation. The proposed City's pro rata share of the debt service obligation accruing on the PST Bonds during each fiscal year while the PST Bonds are outstanding will be equal to that percentage of the total debt service accruing on the PST Bonds in such fiscal year calculated by multiplying such total debt service by a fraction the numerator of which will be the total amount of Public Service Taxes collected within the boundaries of the unincorporated area comprising the boundaries of the proposed City during the fiscal year prior to the incorporation of the proposed City and the denominator of which will be the total amount of Public Service Taxes collected in the entire unincorporated area of the County and the municipalities incorporated within the County since July 2, 1996 during the fiscal year prior to the incorporation of the proposed City.

The balance of the Public Service Taxes collected within the boundaries of the City shall be remitted to the City after the County satisfies its monthly and annual debt service requirements for the Public Service Tax Bonds.

The County has issued Stormwater Utility Revenue Bond Series 1999 (the "Stormwater Bonds") of which \$38,805,000 remains outstanding, payable from the stormwater utility fees collected in the unincorporated area and within the exempted cities (defined below). The County assesses and collects the stormwater utility fee pursuant to Sections 24-61 through 24-61.5 of the County Code, and Section 403.0893, Florida Statutes (the "Stormwater Utility Fees").



The proposed City agrees that until the Stormwater Bonds have been paid or provision made for their payment pursuant to Article IX or Ordinance No. 98-187, enacted by the Board on December 15, 1998 authorizing the issuance of the Stormwater Bonds, the County shall have the right to receive and apply to debt service on the Stormwater Bonds all of the Stormwater Utility Fees collected in the unincorporated area, within the boundaries of the proposed City and within the five cities exempted from County Ordinance No. 91-66, as amended (the "Exempted Cities"). The City's debt service obligation as to the Stormwater Bonds in each fiscal year of portion thereof following incorporation shall be its pro rata share of such debt service obligation. The proposed City's pro rata share of the debt service obligation accruing on the Stormwater Bonds during each fiscal year while the Stormwater Bonds are outstanding will be equal to that percentage of the total debt service accruing on the Stormwater Bonds in such fiscal year calculated by multiplying such total debt service by a fraction of the numerator of which will be the total amount of Stormwater Utility Fees collected within the boundaries of the unincorporated area comprising the boundaries of the unincorporated proposed City during the fiscal year prior to the incorporation of the proposed City and the denominator of which will be the total amount of Stormwater Utility Fees collected in the entire unincorporated area of the County, within the Exempted Cities and within the municipalities incorporated in the County since July 2, 1996 during the fiscal year prior to the incorporation of the City.

The balance of the Stormwater Utility Fees collected within the boundaries of the City shall be remitted to the City after the County satisfies its monthly and annual debt service requirements for the Public Services Tax Bonds.

The intent of this section is to ensure that the proposed City continues to collect revenues on behalf of the County which were collected by the County prior to the incorporation of the City and which were pledged and relied upon to pay for capital improvements provided by the County to the then existing unincorporated area to the benefit of the proposed City.

8. Elections

The municipal election held June 24, 2003 and the municipal run-off election held July 22, 2003 were performed by the County for the City.

9. Other fees for County Services

During the transition period the County provided the City several other minor services or paid others for City related expense, such as the cost for advertising and the rental of the sound system for City's initial council meetings.

Except as otherwise provided for in this agreement, as the City assumes the provision of municipal services, County charges for the services shall cease in accordance with the terms of this agreement.

**C. Final Payments For Both Transition and Interim Period**

1. The City agrees to pay from the City's General Fund Account; to the County the amount of \$7,447,265 on or before December 1, 2004. This payment is for services; described in Article IV , after receiving a credit for the revenues described in that Article; provided by the County to the City from May 13,2003 through September 30, 2004..
2. The City agrees to pay from the City's Transportation Fund Account; to the County the amount of \$1,045,450 on or before December 1, 2004. This payment is for services; described in Article IV , after receiving a credit for the revenues described in that Article; provided by the County to the City from May 13,2003 through September 30, 2004.
3. After this payment the City will still owe the County \$3,518,302 this amount will be repaid over 10 years to the County as shown on the schedule below

<b><u>Amount</u></b>	<b><u>Fiscal Year</u></b>	<b><u>Payment on/or Before</u></b>
\$351,830.20	04-05	September 1, 2005
\$351,830.20	05-06	September 1, 2006
\$351,830.20	06-07	September 1, 2007
\$351,830.20	07-08	September 1, 2008
\$351,830.20	08-09	September 1, 2009
\$351,830.20	09-10	September 1, 2010
\$351,830.20	10-11	September 1, 2011
\$351,830.20	11-12	September 1, 2012
\$351,830.20	12-13	September 1, 2013
\$351,830.20	13-14	September 1, 2014

If the City takes more than 30-days from the dates shown above to remit payment to the County, the County on the 30<sup>th</sup> day will start imposing an interest amount equivalent to that earned in the County's pooled investments during the time the payment is outstanding from the City. The interest will continue to accrue until such time the original amount owed and the interest earned is remitted to the County.

**ARTICLE V**  
**SERVICES EXCLUDED FROM THIS AGREEMENT**

This agreement does not apply to, and the County shall continue to provide, the following services:

Library

Special taxing district.

Fire-Rescue Water and Sewer Services	Special taxing district. The City is included in the area served by the Water and Sewer Areas of North Miami Beach, Miami-Dade County and Opa-Locka. Residents are billed directly for the service.
Solid Waste Collection	As a permanent special condition for incorporation, City residents are required to remain in the County's solid waste collection system.
Specialized Police Services	As a permanent special condition for incorporation, the City is required to contract with and pay for specialized police services from the Miami-Dade County Police Department.
Local Patrol Police Services	As a special condition for incorporation, the City is required to contract with and pay for local patrol police services from the Miami-Dade County Police Department for an initial period of three years with a one year transition period from a mutually agreed upon date.
Special Taxing Districts	See Exhibit D
Public Works	Analysis, design, installation, maintenance and replacement of traffic signs, pavement markings, and traffic signals.
Department of Environmental Resources Management (DERM)	Maintenance of the County's Secondary Canal System within its right-of-way until such time as the City opts out of the County's Stormwater Utility, at which time an Interlocal Agreement between the City and County will need to be executed to cost-share canal maintenance within the City's geographical boundary. The provisions of this interlocal agreement do not supersede the authority of Miami-Dade County to enforce the requirements of Chapter 24 of the Code of Miami-Dade County or the authority to enforce any programs delegated to Miami-Dade County by the State of Florida.

## **ARTICLE VI**

### **INDEPENDENT CONTRACTOR**

The County is, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the City. Nothing in this agreement shall be construed to create an employment relationship between the City and any County employees.

1. All personnel employed by the County in the performance of this agreement shall be and remain County employees.
2. The County shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this agreement.
3. County shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and, or, any status or rights during the course of employment with County. Accordingly, the City shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefits of employment to any County personnel performing services, duties and responsibilities under this agreement for the benefit of the City, or any other liabilities whatsoever.

## **ARTICLE VII**

### **INDEMNIFICATION**

#### **A. City Indemnification of County.**

To the extent permitted by law and as limited by section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the City, its employees, officers and agents. County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

#### **B. County Indemnification of City.**

To the extent permitted by law and as limited by section 768.28, Florida Statutes, County shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by County, its employees, officers, and agents. The City shall promptly notify County of each claim, cooperate with County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without County's participation.

**C. Survival of Obligations.**

The indemnification provisions of this agreement shall survive termination of this agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the performance of this agreement.

**ARTICLE VIII  
REMEDY FOR DEFAULT**

**A. Termination of Agreement for County's failure to Provide Municipal Services.**

1. The City may terminate this agreement in its entirety, or for a specified municipal service, for an event of default unless the default is cured as provided in this article, provided, however, the City may terminate the provision of local patrol or specialized police services only as allowable in the local patrol or specialized police contracts between the City and the County. An event of default by the County is defined for purposes of this agreement as a material failure to comply with the terms of this Agreement.
2. If an event of default occurs, in the determination of the City, the City shall notify County, specify the basis for the default and advise County that the default must be cured to the City's reasonable satisfaction within a 30-day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the City prescribes.

**B. Specific Performance.**

1. Essential public services. The services provided by County under this agreement are essential public services. In the event of default or any

breach of a material term or condition of this agreement by the County, the County, upon receipt of a written request from the City, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the City may file a lawsuit to utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

2. Other remedies. The City reserves all available remedies afforded by law to enforce any term of condition of this agreement.

## **ARTICLE IX**

### **TERM**

This agreement shall be effective upon execution by Miami-Dade County. This agreement shall expire at midnight on September 30, 2004, unless terminated earlier as specified in Article VIII, or extended by the County manager as provided in Article X.

## **ARTICLE X**

### **EXTENSION OF AGREEMENT**

The County Manager is authorized to extend the term of this agreement for an additional six months upon a written request from the City (the first "renewal period"). The written request must include an update of the timetable required in Article III of this agreement and must be provided to the County thirty (30) days prior to the expiration of this contract on September 30, 2004.

The County Manager may renew this agreement for an additional six months after expiration of the first renewal period upon a written request from the City (the "second renewal period"). The written request must include an update of the timetable required in Article III of this agreement and must be provided to the County forty-five (45) days prior to the end of the first renewal period.

## **ARTICLE XI**

### **RECORDS, INSPECTION, AUDIT**

County shall keep records with respect to the expenditure of funds paid by the City and the services provided to the City under this agreement. All the records shall be retained by County for a minimum of three years from the date of termination or expiration of this agreement. County shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.

The City Manager or his, or her, designee may inspect and audit the records upon reasonable notice to County. Reasonable notice should include a

written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.

County shall provide access to the City Manager or his, or her, designee to the records during regular business hours. County agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the City to insure compliance with applicable accounting and financial standards.

Should the City, in any audit of County's records, find a discrepancy between the actual amount of funds paid by the City and the actual services received by the City from County, or the costs of the services, or the City finds a discrepancy in the amounts provided in the reconciliation by County, then County shall, within 30 days of receipt of written notification from the City Manager, either credit or debit the City the amount of the discrepancy or refund the amount. If County disagrees with the City's audit, County shall notify the City Manager within 15 days of the receipt of the audit findings requesting an independent audit. The City Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

## **ARTICLE XII**

### **AUTHORITY TO EXECUTE**

The County Manager, by execution of this agreement, represents to the City that he has full power and authority to make and execute this agreement pursuant to the resolution of the County Commission.

The City Manager, by the execution of this agreement, represents to the County that he has full power and authority to make and execute this agreement pursuant to the resolution of the City Council.

## **ARTICLE XIII**

### **NOTICE**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

City:                      City Manager  
                                City of Miami Gardens  
                                17801 N.W. 2<sup>nd</sup> Avenue, Suite 201  
                                Miami Gardens, Florida 33169

                                and                      City Attorney  
    City of Miami Gardens  
    17801 N.W. 2<sup>nd</sup> Avenue, Suite 201  
    Miami Gardens, Florida 33169

County                      County Manager  
Miami-Dade County  
Stephen P. Clark Center  
111 NW First Street  
Suite 2910  
Miami, Florida 33128

and                      Office of the County Attorney  
Stephen P. Clark Center  
111 NW First Street  
Suite 2810  
Miami, Florida 33128

**ARTICLE XIV**  
**NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this agreement.

**ARTICLE XV**  
**ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the agreement.

The exhibits referred to and annexed to this agreement are made a part of this agreement.

If a court of competent jurisdiction renders any provision of this agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this agreement.

**ARTICLE XVI**  
**BINDING EFFECT**

This agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

(Signature Page Follows)



ATTEST:

CITY OF MIAMI GARDENS,  
a municipal corporation

By: \_\_\_\_\_

City Manager

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney

MIAMI-DADE COUNTY  
A political subdivision of the  
State of Florida

By it's Board of County  
Commissioners:

\_\_\_\_\_  
County Manager

ATTEST:  
HARVEY RUVIN, CLERK

By \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney

**EXHIBIT A: COUNTY MAINTAINED ROADWAYS**

NW 151 Street from NW 37 Avenue to SR 9

NW 173/175 Street from NW 47 Avenue to East City limits

NW 191 Street from NW 47 Avenue to North Miami Avenue

N 199 Street from NW 47 Avenue to NE 2 Avenue

NW 37 Avenue from NW 151 Street to Broward County Line

NW 22 Avenue from NW 151 Street to NW 199 Street

NW 215 Street (County Line Road) from NW 27 Avenue to NW 47 Avenue

NW 32 Avenue from NW 151 Street to County Line Road

NW 47 Avenue from SR 826 to Miami Gardens Drive

**EXHIBIT B: LOCAL PATROL SERVICES****City of Miami Gardens FY04/05 Budget Forecast**

<b>Personnel (Sal&amp;Fringe)</b>		<b>\$13,160,414</b>
K & memos		
167 including Major		
Regular Salaries		\$9,661,799
Minus 4 pp of Major		-\$15,256
Regular Fringes		\$3,518,788
Minus 4 pp of Major		-\$4,917
		\$13,160,414
<b>Other Fringes</b>		<b>\$390,789</b>
<b>Overtime/ EEL:</b>		<b>\$867,120</b>
	K	
Split :		\$687,208
		\$42,607
		\$127,340
	temporary	\$9,965
		\$867,119
<b>Cola:</b>		<b>\$91,434</b>
	3%	
	Salaries	\$72,463
	Fringes	\$18,971
		\$91,434
<b>Night Differential:</b>		<b>\$273,073</b>
	Spreadsheet	
	Addl 5%	
<b>Uniforms Allowance:</b>		<b>\$50,200</b>
Non-Uniform (Positions & Rate):	28	\$550
Uniform	116	\$300
	144	
<b>Vehicles:</b>		<b>\$1,496,430</b>
	Incl. Major	
	<b>Sub-total</b>	<b>\$16,329,460</b>
<b>Overhead*</b>		<b>\$1,574,160</b>
	9.64%	
<b>Grand Total:</b>		<b>\$17,903,620</b>
<b>ABDS Adjustments</b>		<b>\$68,177</b>

**Adjustment Total** **\$17,835,443**

*The overhead and forecasted calculations must be updated to correspond with each appropriate fiscal year.*

*\* The above listed overhead corresponds with the FY 03/04 calculation and requires to be updated to the FY 04/05 Overhead calculations when available.*

# EXHIBIT C: SPECIALIZED POLICE SERVICES

MIAMI-DADE POLICE DEPARTMENT CITY OF MIAMI GARDENS SPECIALIZED POLICE COSTS											
COUNTY WIDE POPULATION			225,362		Miami Gardens Population		100,805		Percentage: 4.47%		
FY 2003/2004			Within City of Miami Gardens Boundaries				Department			Percent of City to Dept Workload	
BUDGET		Workload 90%	Availability 10%	2000	2001	2002	Average	2000	2001	2002	Average
Crime Scene Investigations Bureau	\$10,486,079	\$9,437,471.10	\$1,048,607.90	1,692	1,336	1,012	1,313	16,786	13,541	14,093	14,473
Major Crimes Scene Unit				199	217	202	206	1,849	1,982	1,866	1,896
Burglary Unit				802	582	486	623	6,616	4,498	5,411	5,608
Latent Unit				591	537	324	484	7,321	7,061	6,826	7,089
Criminal Intelligence Bureau	\$10,323,200	\$9,290,880.00	\$1,032,320.00	BASED ON POPULATION							
Domestic Crimes Bureau	\$5,354,412	\$4,818,970.80	\$535,441.20	966	968	942	952	5,248	5,185	5,313	5,249
Economic Crimes Bureau	\$5,627,222	\$5,064,499.80	\$562,722.20	703	942	373	841	5,166	5,140	7,000	5,769
Environmental Crimes Unit	\$1,902,218	\$1,711,986.20	\$190,221.80	BASED ON POPULATION							
Homicide Bureau	\$9,981,358	\$8,983,222.20	\$998,135.80	156	173	150	160	2,442	2,681	2,633	2,585
Narcotics Bureau	\$9,132,106	\$8,218,896.40	\$913,210.60	244	44	101	130	1,239	6,062	7,306	4,869
Property and Evidence Bureau	\$4,023,568	\$3,626,611.20	\$402,956.80	BASED ON POPULATION							
Robbery Bureau	\$11,688,902	\$10,412,011.80	\$1,166,890.20	545	639	703	612	3,680	3,673	3,371	3,741
Sexual Crimes Bureau	\$6,195,549	\$5,575,984.10	\$619,554.90	204	212	240	219	2,250	2,199	2,418	2,289
Tactical Operations Section	\$6,537,687	\$5,883,918.30	\$653,768.70	BASED ON POPULATION							
Subtotals											
Proposed Overhead											
Subtotal w/ Overhead											
Credit											
Total Cost											

County Wide Population and City Population are based on the 2000 Census as provided by the Department of Planning and Zoning.

NOTES: Information is based on budgetary allocations for the current fiscal year of 2003/2004 and should be updated upon the beginning of each fiscal year. Additionally the overhead calculation must be updated to correspond to the current appropriate fiscal year budget when available.

County Wide Population and City Population are based on the 2000 Census as provided by the Department of Planning and Zoning.

**EXHIBIT D. SPECIAL TAXING DISTRICTS**